

AGREEMENT

THIS AGREEMENT made this day of , 2001.

BETWEEN:

(the "**Owner**")

OF THE FIRST PART

AND:

REGIONAL DISTRICT OF COMOX-STRATHCONA

350 - 17th Street
Courtenay, B.C. V9N 1Y4

(the "**RDCS**")

OF THE SECOND PART

W H E R E A S:

- A. The Owner is the owner of:
(the "**Land**")
- B. The Owner wishes to donate the Land to the RDCS for the purposes of a Wilderness Park as defined herein;
- C. The RDCS wishes to grant a life estate to the Owner, for the duration of the life of the Owner;
- D. The Owner wishes, and the RDCS agrees, that the Owner shall retain absolute control of the Land for the duration of the life estate, subject to the terms of this Agreement;
- E. Wilderness Park shall mean a roadless area retained in a natural condition for the preservation of its ecological environment and scenic features including its gardens.

NOW THIS AGREEMENT WITNESSES that in consideration of the sum of ONE (\$1.00) DOLLAR and other valuable consideration given by each party to the other the sufficiency and receipt of which is hereby acknowledged, the parties covenant and agree each with the other as follows:

- 1. The Owner shall transfer the Land to be donated to the RDCS under this Agreement free and clear of all charges and encumbrances save and except reservations, limitations and provisos contained in the original grant thereof from the Crown, building, zoning or other municipal or governmental regulations and the permitted encumbrance Exceptions and Reservations No. XXXXX, and a section 219 covenant to be registered in favour of the Comox Valley Land Trust, in accordance with the provisions of this Agreement and attached as Schedule "A" hereto, on or before the _____ day of _____ 200_. ("**Completion Date**"), provided that the Land taxes for the year 2001 shall be paid by the RDCS.
- 2. The Owner agrees to permit RDCS to enter onto the Land to conduct a site investigation

to determine the presence of any environmental contaminants. Unless the results of the site investigation are satisfactory to RDCS, the Agreement is terminated. This condition must be satisfied on or before the Completion Date and is for the sole benefit of RDCS and may be waived by RDCS at any time before the Completion Date.

3. The Owner agrees to transfer the Land in trust to RDCS on the following terms and conditions:
 - (a) that the Land will be used after expiry of the life estate for the purpose of Wilderness Park to the benefit of the public;
 - (b) that the Land will not be further subdivided;
 - (c) that RDCS will never log the Land;
 - (d) that RDCS shall be permitted to remove any buildings or structures from the Land;
 - (e) that the RDCS will maintain the gardens on the Land for so long as it shall remain economically feasible;
 - (f) that the Land will be named "XXXXXXXXXXXXXXXXX Park".
4. The RDCS agrees to grant to the Owner a life estate in the Land for the duration of the life of the Owner and the grant of such a life estate would be effected concurrently with the registration of the Transfer transferring the Land on trust from the Owner to RDCS.
5. The terms of the life estate shall be as follows:
 - (a) The Owner shall have, during the life estate, exclusive right to possession and use of the Land for any use they wish, provided such use remains consistent with the future use of the Land as a Wilderness Park;
 - (b) the RDCS agrees to pay any property taxes for the Land during the life estate;
 - (c) the Owner shall not commit any waste during the duration of the life estate; and
 - (d) the Owner shall maintain and insure the buildings and other amenities on the Land at their own expense, if such maintenance and insurance is desired by the Owner for the duration of the Life Estate.
6. The RDCS agrees to provide to the Owner a tax receipt for the donation of the Land under this Agreement upon final registration of the transfer of the Land.
7. Unless otherwise specified herein, any notice required to be given under this Agreement by any party will be deemed to have been given if mailed by prepaid registered mail, or sent by facsimile transmission, or delivered to the address of the other party set forth on

the first page of this Agreement or at such other address as the other party may from time to time direct in writing, and any such notice will be deemed to have been received if mailed or faxed, 72 hours after the time of mailing or faxing and, if delivered, upon the date of delivery. If normal mail service or facsimile service is interrupted by strike, slow down, force majeure or other cause, then a notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the notice must utilize any other such services which have not been so interrupted or must deliver such notice in order to ensure prompt receipt thereof.

- 8. Time is to be the essence of this Agreement.
- 9. This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees.
- 10. The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.
- 11. Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.
- 12. This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first above written.

SIGNED, SEALED AND DELIVERED)
 in the presence of:)
)
 _____)
 Witness)
)
 _____)
 Address)

(Owner)

The Corporate Seal of **REGIONAL**)
DISTRICT OF COMOX-STRATHCONA)
 was hereto affixed in the presence of:)
)
 _____)
 Chair)
)
 _____)
 Secretary)

(seal)

SCHEDULE "A"

(Covenant)